

APPLICANT AGENCY City of Anytown	OTS GRANT NUMBER PT0699
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The following are included herein and constitute a part of this Agreement:

1. OTS-38 – Page 1	5. Schedule C – Quarterly Evaluation Data (when required)
2. Schedule A – Grant Description	6. OTS-33 – Acceptance of Conditions and Certifications
3. Schedule B – Detailed Budget Estimate	7. General Terms, Conditions, and Certifications (OTS Grant Program Manual, Chapter 6. Grant Program Manual available on-line at www.ots.ca.gov)
4. Schedule B-1 – Budget Narrative	

TERMS AND CONDITIONS

It is understood and agreed by the Grant Director and Authorizing Official that any grant received as a result of this Agreement is subject to all federal and state regulations governing grants and to those controls expressed in the California Traffic Grant Program Manuals which include, but are not limited to:

REPORTS

1. Quarterly Performance Reports and Reimbursement Claims must be submitted by the Grant Director to the Office of Traffic Safety by January 31, April 30, July 31, and October 31, during each year of grant operation.
2. OTS will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a grantee fails to comply with any term or condition of the grant contract or program guidelines (**Grant Program Manual, Chapter 3.13**). This may include, but is not limited to, the following:
 - Failure to submit acceptable and timely reimbursement claims.
 - Failure to submit acceptable and timely quarterly performance reports; and
 - Failure to submit an acceptable and timely Schedule C, Quarterly Evaluation Data (OTS-38g, applies only when a Schedule C has been required.)
3. By October 31, “continuing” grants must submit a September 30 claim and a written justification to support carrying forward prior year unexpended funds. September 30 claims and written justifications, supporting the carrying forward of prior year unexpended funds, submitted after November 30, will not be processed. The prior claim (i.e., June 30) will be considered the year-end claim in order to close out the federal fiscal year ending September 30. In addition, prior year unexpended funds will be deobligated and allocated to new grants.

SUBCONTRACTS

4. Consultants and/or subcontractors shall be selected in accordance with the grantee agency procurement policies and procedures in order to comply with the terms of this agreement and in accordance with the OTS Grant Program Manual, Chapter 6 Procurement & Contract Administration, and Exhibit 6-A General Terms, Conditions, and Certifications.

A fully executed copy of the consultant contract or subcontract and completed Contractual Services Checklist & Questionnaire, OTS 85 shall be submitted to OTS for inclusion in the official grant file prior to request for reimbursement.

The grantee, consultant, contractor and/or subcontractor are subject to all conditions and certifications of the Grant Agreement and 49 CFR Part 18, and/or CFR Part 19 whichever is applicable.

Services shall be provided subsequent to final execution and signature by both parties to the contract and the work shall be consistent with the start and end dates identified in the Grant Agreement. The State is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor/Applicant Agency expenditures incurred prior to final execution are taken at the risk of that Contractor/Applicant Agency and will be considered unallowable if that agreement/contract is not executed.

AVAILABILITY OF FUNDS

5. If, during the term of the grant award, federal funds become reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the grant director.

REVISIONS

6. Grant revisions are allowed in accordance with the guidelines detailed in the OTS Grant Program Manual, Chapter 3.8 and the revision examples provided in Chapter 3.9. All appropriate documentation required to request a grant revision requiring OTS approval (i.e., budget category increases, etc.) must be submitted to OTS.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
8. Additional terms and conditions identified in the OTS **Grant Program Manual, Chapter 6, General Terms, Conditions, and Certifications (Exhibit 6-A)**, are incorporated herein by reference and made a part of this document.

ENFORCEMENT AGENCIES ONLY:

9. Full time personnel funded under this grant shall be dedicated in total to traffic law enforcement.

EXCEPT:

- In the case of a criminal offense committed in the officer's presence.
- In the case of response to an officer in distress.
- In the case of a riot where all available personnel must be committed.

10. Equipment funded under this grant is subject to the same requirements as No. 9 above.

We, the officials named below, hereby swear that we are duly authorized legally, to bind the contractor or grant recipient to the above described terms and conditions. Executed on the date and in the county below, and is made under penalty of perjury under the laws of the State of California.

GRANT DIRECTOR'S NAME

John K. Smith

GRANT DIRECTOR'S SIGNATURE



TITLE

Chief of Police

EXECUTED IN THE COUNTY OF

Anytown

DATE EXECUTED

AUTHORIZING OFFICIAL'S NAME

Janet Jones

AUTHORIZING OFFICIAL'S SIGNATURE



TITLE

City Manager

EXECUTED IN THE COUNTY OF

Anytown

DATE EXECUTED
